

EXHIBIT E

To: 'Siwinski, Steven'[Steven.Siwinski@fticonsulting.com]
From: Macksoud, Lauren M.
Sent: Wed 6/10/2009 5:57:05 PM
Subject: FW: GM Docs
CHICAGO-#1766874-v8-Schedules to Master Sale and Purchase Agreement (2).DOC
KL2-#2607821-v1-GM KL Staffing.DOC

Redacted

-----Original Message-----
From: Webber, Amanda
Sent: Wednesday, June 10, 2009 9:01 AM
To: Macksoud, Lauren M.
Subject: FW: GM Docs

Redacted

Amanda

-----Original Message-----
From: Webber, Amanda
Sent: Fri 6/5/2009 8:37 PM
To: Caton, Amy; Novod, Gordon; Macksoud, Lauren M.
Cc: Molner, Thomas E.; Kopelman, Kenneth P.
Subject: FW: GM Docs

Attached are all of the exhibits and disclosure schedules to the Master Sale and Purchase Agreement.

Redacted

Redacted

From: Smolinsky, Joseph [mailto:Joseph.Smolinsky@weil.com]
Sent: Friday, June 05, 2009 6:28 PM
To: Davis, Joshua; Taylor, Jeffrey; Webber, Amanda
Cc: Karotkin, Stephen; Miller, Harvey
Subject: GM Docs

Attached are the Schedules to the Master Asset Purchase and Sale Agreement. PLEASE NOTE THAT SEVERAL OF THESE SCHEDULES AND EXHIBITS WILL BE DESIGNATED AS CONFIDENTIAL AND WILL NOT BE DISTRIBUTED UPON REQUEST. You should therefore at this juncture and until further notice consider these documents for Kramer Levin's eyes only.

Best regards.

Joe

Joseph H. Smolinsky

Weil, Gotshal & Manges LLP

767 Fifth Avenue

New York, NY 10153

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(See attached file: CHICAGO-#1765163- v10-Equity Registration Rights Agreement.DOC)(See attached file: CHICAGO-#1766819- v6-Series A Preferred Stock Certificate of Designations.DOC)(See attached file: CHICAGO-#1766870- v1-Project Two Deferred Termination Agreement (Exhibit J-3).DOC)(See attached file: CHICAGO-#1766881- v1-Project Two Form of Hummer Deferred Termination Agreement (Exhibit J-2).DOC)(See attached file: CHICAGO-#1766880- v1-Project Two Saturn Deferred Termination Agreement (Exhibit J-1).DOC)(See attached file: CHICAGO-#1765183- v3-Project Two Form of Assignment and Assumption of Real Property Leases (Exhibit U).DOC)(See attached file: CHICAGO-#1765039- v7-Project Two - Office Lease for SPO Headquarters, Grand Blanc, Michigan.DOC)(See attached file: CHICAGO-#1766884- v1-Project Two Form of Participation Agreement (Exhibit K).DOC)(See attached file: CHICAGO-#1766878- v2-Project Two VEBA Term Sheet (Exhibit Y).DOC)(See attached file: CHICAGO-#1766877- v1-Project Two UAW Active Labor Modifications (Exhibit C).PDF)(See attached file: CHICAGO-#1766792- v2-Exhibit F - Excluded Owned Real Property.DOC)(See attached file: CHICAGO-#1766839- v1-Exhibit G - Retained Workers Compensation.DOC)(See attached file: CHICAGO-#1766210- v1-Project Two - Subdivision Master Lease Term Sheet.DOC)(See attached file: CHICAGO-#1759866- v3-Project Two Form of Bill of Sale (Exhibit O).DOC)(See attached file: CHICAGO-#1760141- v3-Project Two Form of Assignment and Assumption Agreement (Exhibit P).DOC)(See attached file: CHICAGO-#1760153- v1-Project Two Form of Novation Agreement (Exhibit Q).DOC)(See attached file: CHICAGO-#1766534- v2-Project Two Form of Subcontract Agreement (Form of R).DOC)(See attached file: CHICAGO-#1759822- v2-Project Two Form

of Intellectual Property Assignment Agreement (Exhibit S).DOC)(See attached file: CHICAGO-#1755824-v16-Project Two--TSA.DOC)(See attached file: CHICAGO-#1761813- v15-TSA Schedules.DOC)(See attached file: CHICAGO-#1765182- v6-Project Two Form of Master Lease Agreement (Exhibit V).DOC)(See attached file: Final [New Co] - UAW Retiree Settlement Agreement.pdf)(See attached file: CHICAGO-#1766891-v1-Project_Two__Form_of_Parent_Wa.DOC)(See attached file: CHICAGO-#1766889-v1-Project_Two__Form_of_Parent_Wa.DOC)(See attached file: CHICAGO-#1766885-v1-Project_Two__Form_of_VEBA_Warr.DOC)
(See attached file: CHICAGO-#1766936-v1-Gum_-
_Master_Sale_and_Purchase_Agreement_(Final).DOC)(See attached file: CHICAGO-#1766874-v8-Schedules_to_Master_Sale_and_Purchase_Agreement_(2).DOC)(See attached file: 0215586
(4).doc)(See attached file: UST-GM Equity Subscription Agreement.doc)(See attached file: GM -- VEBA
ESA (Executed June 1, 2009).pdf)(See attached file: Sale Procedures Order (Exhibit
H)_#2002788_v1.DOC)(See attached file: Sale Approval Order (Exhibit I)_#2002791_v1.DOC)

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EXECUTION COPY

Sellers' Disclosure Schedule

This Sellers' Disclosure Schedule forms a part of that certain Master Sale and Purchase Agreement, dated as of June 1, 2009 (the "Agreement"), made by and among General Motors Corporation, a Delaware corporation ("Parent"), Saturn LLC, a Delaware limited liability company ("S LLC"), Saturn Distribution Corporation, a Delaware corporation ("S Distribution"), Chevrolet-Saturn of Harlem, Inc., a Delaware corporation ("Harlem," and collectively with Parent, S LLC and S Distribution, "Sellers," and each a "Seller"), and Vehicle Acquisition Holdings LLC, a Delaware limited liability company ("Purchaser"). Unless otherwise defined herein, all capitalized terms used in this Sellers' Disclosure Schedule have the respective meanings assigned to them in the Agreement.

The representations and warranties of Sellers set forth in the Agreement are made and given subject to the disclosures contained in this Sellers' Disclosure Schedule. Inclusion of information in this Sellers' Disclosure Schedule shall not be construed as an admission that such information is material to the business, operations or condition of the business of Sellers, the Purchased Assets or the Assumed Liabilities, taken in part or as a whole, or as an admission of Liability of any Seller to any third party. The specific disclosures set forth in this Sellers' Disclosure Schedule have been organized to correspond to Section references in the Agreement to which the disclosure may be most likely to relate; provided, however, that any disclosure in this Sellers' Disclosure Schedule shall apply to, and shall be deemed to be disclosed for, any other Section of the Agreement to the extent the relevance of such disclosure to such other Section is reasonably apparent on its face.

Section 1.1B

Key Subsidiaries

1. General Motors Product Services, Inc.
2. OnStar, LLC
3. General Motors Overseas Distribution Corporation
4. Argonaut Holdings, Inc.
5. Riverfront Holdings, Inc.
6. Adam Opel GmbH
7. General Motors of Canada Limited
8. GM Daewoo Auto & Technology Company
9. General Motors de Mexico, S. de R.L. de C.V.
10. General Motors do Brasil Ltda.
11. GM Europe Treasury Company AB
12. General Motors UK Limited
13. General Motors Espana, S.L.
14. GM Holden Ltd.
15. General Motors Venezolana, C.A.
16. General Motors Italia S.r.l.
17. General Motors Powertrain - Germany GmbH
18. GM Factoring Sociedade de Fomento Comercial Ltda.
19. General Motors Powertrain- Austria GmbH
20. General Motors India Private Limited
21. General Motors Poland Spolka, z.o.o.
22. General Motors CIS, LLC
23. General Motors Belgium N.V.
24. General Motors (Thailand) Limited
25. General Motors de Argentina S.r.l.
26. General Motors South Africa (Pty) Limited
27. General Motors Strasbourg
28. General Motors - Colmotores S.A.
29. General Motors Auto LLC
30. Controladora General Motors, S.A. de C.V.
31. VM Motori S.p.A.
32. DMAX, Ltd.

Section 2.2(b)(iv)

Excluded Entities

1. Environmental Corporate Remediation Company, Inc.
2. General Motors Nova Scotia Finance Company
3. Remediation and Liability Management Company, Inc.
4. SAAB Cars Holdings Overseas Corp.

Pursuant to Section 6.5(a) of the Agreement, Purchaser shall, until the date that is two (2) Business Days prior to the Sale Hearing, have the right to designate additional Excluded Entities.

Section 2.2(b)(xi)

Certain Bankruptcy Avoidance Actions

Any and all Claims arising from, relating to or in connection with, any payments by or to, or other transfers or assignments by or to, any Purchased Subsidiary.

Section 6.2

Conduct of Business

Supplier Relations

1. Sellers will continue to engage in a process of reviewing, renegotiating, extending and terminating, as applicable, arrangements with its suppliers in furtherance of the Viability Plans and its efforts to reorganize as part of the Bankruptcy Cases.
2. Sellers will continue to have Supplier Program commitments in connection with that certain Credit Agreement, dated as of April 3, 2009, between GM Supplier Receivables LLC, as borrower, and the Sponsor, as the lender.

Customer Relations

1. Sellers will continue to engage in a process of reviewing, renegotiating, extending and terminating, as applicable, arrangements with dealers and other customers in furtherance of the Viability Plans and its efforts to reorganize as part of the Bankruptcy Cases.
2. Sellers will continue to have Customer Warranty Program commitments in connection with Amendment No. 4, dated May 27, 2009, to the Loan and Security Agreement dated as of December 31, 2008, between Parent, as borrower, and Sponsor, as the lender.

Reorganizations

With the consent of Purchaser (not to be unreasonably withheld, conditioned or delayed), Parent may, through a series of transfers, contributions, stock splits, redemptions, dividends, distributions or other transactions, effect a reorganization of a holding company structure of certain of its Subsidiaries, as a result of which:

1. *GMGTO.* GM Global Technology Operations, Inc. ("GMGTO") may become a direct Subsidiary of Parent or the Equity Interests of GMGTO may be held by a Subsidiary (including a newly-formed Subsidiary) of Parent other than GM GEFS L.P.
2. *India.* Assets held by Chevrolet Sales India Private Ltd and General Motors India Private Ltd. may be held by newly formed Indian entities and the Equity Interests in both existing and newly formed entities may be held by a newly formed Subsidiary of Parent. It is also possible that some assets may be contributed to a potential newly formed joint venture. The contractual arrangements associated with the joint venture may include territorial restrictions on competition.
3. *Thailand.* The Equity Interests in GM (Thailand) Ltd., GM Powertrain (Thailand), Chevrolet Sales Thailand Limited and/or General Motors Southeast Operations Limited may be held by a newly-formed Subsidiary of Parent.

4. *Indonesia.* A currently idled plant in Indonesia may be contributed to a newly formed joint venture, and territorial restrictions on competition may be imposed by the contractual arrangements associated with the joint venture.
5. *Controladora GM.* GM Overseas Distribution Corporation or another Subsidiary of Parent may hold the Equity Interests in Controladora General Motors S.A. de C.V.
6. *LAAM.* The Equity Interests in certain Subsidiaries conducting business in the Latin America, Africa and Middle East region, including Sarmiento 1113 S.A., GM East Africa, GM Nigeria, Chevrolet S.A. and GM Colmotores S.A. may be transferred by Parent or its Subsidiaries to other direct or indirect Subsidiaries of Parent, certain equity accounts of GM Colmotores S.A. may be recapitalized, and GM Colmotores S.A. may acquire shares from certain minority shareholders of GM Colmotores S.A. and may change its ownership structure if such acquisition occurs, and GM Colmotores S.A. may amend its Organizational Documents if a reclassification of its Equity Interests occurs.
7. *Europe.* The Equity Interests that Parent or any of its Subsidiaries holds in certain European Subsidiaries, including, General Motors Europe Holdings, S.L., General Motors Espana, S.L. and GM Automotive UK may be transferred to AOG, another Subsidiary of Parent, a newly formed Subsidiary of Parent or a German law limited partnership established to hold certain Equity Interests in trust for the benefit of the Parent and the German government. GM Strasbourg S.A. may become a direct Subsidiary of Parent. GM Europe Treasury Company AB may be reorganized to split the company into separate entities and to transfer certain assets and Liabilities to AOG.
8. *Joint Ventures.* Existing joint venture and similar agreements may be amended, altered or modified to effectuate the transactions contemplated by this Section 6.2 of this Sellers' Disclosure Schedule, additional equity investments in existing joint ventures may be made, Equity Interests held by Parent or its Subsidiaries in joint ventures may be transferred or sold, Organizational Documents of existing joint venture agreements may be amended, altered or modified and contractual rights relating to joint venture and similar agreements may be assigned to Transferred Entities or otherwise amended, altered or modified. Contractual arrangements associated with additional equity investments in existing joint ventures may include territorial restrictions on competition.
9. *Other.* Parent or its Subsidiaries may transfer Equity Interests in certain Subsidiaries that are determined to be Excluded Entities prior to the Closing. Equity Interests in Excluded Entities, and other Excluded Assets, may be held by Parent or Excluded Entities.

In connection with the foregoing reorganizations, Parent and its Subsidiaries may enter into local transfer agreements and may execute such other instruments and take such other actions as Parent and its Subsidiaries may deem reasonably necessary in order to implement such reorganizations. Parent and its Subsidiaries may continue to comply with all of their commitments and obligations under joint venture and similar agreements in existence as of the date hereof and shall not be required to take any action (or refrain from taking any action) under this Section 6.2 of this Sellers' Disclosure Schedule with respect to any joint venture or similar arrangement if such action is prohibited by any such agreement or requires the

consent of the counterparty to any such agreement and such consent is denied, or if so refraining would cause Sellers or any Purchased Subsidiary to breach any such agreement (including any fiduciary duty under any such agreement).

Joint Ventures

1. *Japan.* Parent is in the process of winding down GMI Diesel Engineering Limited, a joint venture with Isuzu Motors Limited.
2. *Acquisition of Equity Interests in Joint Ventures.* Parent, through one or more of its Subsidiaries, is in the process of acquiring an Equity Interest in the following proposed joint ventures: (i) FAW-GM Light Duty Commercial Vehicle Company Limited and (ii) Shanghai OnStar Telematics Company Ltd.

Canadian Matters

1. Sellers' Canadian Subsidiaries may engage in activities necessary to (i) implement the Canadian Warranty Commitment Program; (ii) comply with the terms of any Indebtedness; (iii) comply with the terms of any Collective Bargaining Agreement or other employment or benefit agreement or undertaking; (iv) comply with any business plans provided to a Governmental Authority in connection with the business or affairs of any Sellers' Canadian Subsidiaries; (v) comply with all applicable Laws including any relating to Tax matters.
2. GMCL and any Subsidiary of GMCL may engage in activities as set out in any Order granted by the Ontario Superior Court of Justice or granted by any other court or other Governmental Authority in connection with any proceeding commenced under the Companies' Creditors Arrangement Act (Canada) or other bankruptcy, insolvency or other similar statute by GMCL, or any Subsidiary of GMCL, in respect of GMCL or any Subsidiary of GMCL.
3. Sellers may do all things necessary and appropriate in furtherance of consummation of the Nova Scotia Settlement. "Nova Scotia Settlement" means the following actions and outcomes: (a) entry by General Motors Nova Scotia Finance Company, a Nova Scotia unlimited company ("GMNS"), and GMCL into an agreement (the "GMCL Loan Settlement") with respect to the complete satisfaction and discharge of the loan agreements between GMCL and GMNS, each dated July 10, 2003, in exchange for a cash payment and the related transfer of funds (the "GMCL Settlement Amount"); (b) the calling of a meeting of noteholders (the "GMNS Noteholders") in accordance with that certain Fiscal and Paying Agency Agreement (the "Paying Agent Agreement") dated as of July 10, 2003 by and among GMNS, Parent, Deutsche Bank Luxembourg SA and Banque Generale du Luxembourg S.A. to (among other things) approve of the GMCL Loan Settlement; (c) the payment of an amount (in the form of a consent fee or otherwise) by GMNS to all of the GMNS Noteholders as contemplated by those certain Lock-Up Agreements by and among GMNS, Parent, GM Nova Scotia Investments, Ltd., a Nova Scotia company, GMCL and certain GMNS Noteholders (the "Lock-Up Agreements") and the Extraordinary Resolution to be voted upon at such meeting; (d) the transfer of funds by Parent to GMCL, which funds will be used by GMCL to pay the GMCL Settlement Amount to

GMNS, which transfer of funds occurred before the date of this Agreement; (e) entry into that certain Stipulation and Minutes of Settlement by and among GMNS and certain GMNS Noteholders, which agreement was executed prior to the execution of the Agreement; (f) the subordination of the obligations of GMNS to Parent, under currency swap arrangements between Parent and GMNS, to the obligations of GMNS to the GMNS Noteholders under the notes issued pursuant to the Paying Agent Agreement; (g) an agreement by Parent not to set off its rights under any amounts owed to it under the above-referenced currency swap arrangements against any amounts Parent may owe to GMNS; and (h) the execution of any agreements to effectuate the foregoing, including Lock-Up Agreements with additional GMNS Noteholders.

4. GMCL may sell to 1908 Holdings Ltd., a wholly-owned Subsidiary of GMCL, receivables from Parent.

Divestitures

With the consent of Purchaser (not to be unreasonably withheld, conditioned or delayed), Parent and its Subsidiaries may, through a series of sales, assignments, transfers, conveyances, deliveries, licenses, stock splits, redemptions, contributions, dividends, distributions or other transactions, divest or agree to divest themselves of certain assets and Liabilities that are not currently anticipated to be core to the operations of Purchaser following the Closing. Such non-core operations include those portions of Sellers' businesses comprising the Hummer, Saturn, Saab and medium-duty truck lines of business. In connection with such divestitures, Parent and its Subsidiaries may or may agree to (i) contract manufacture/continue to contract manufacture product for a limited period of time, (ii) distribute/continue to distribute parts for Discontinued Brands and contract manufacturing, (iii) enter into transition services agreements pursuant to which they will perform various necessary services, (iv) transfer intellectual property assets (trademarks, trade names, trade dress, product design/shape, advertising tag lines and internet domain names), whether currently owned by GMGTO or by Parent or any other Subsidiary, outside the Ordinary Course of Business, and transfer Personal Property outside the Ordinary Course of Business, (v) enter into License Agreements with respect to Intellectual Property used by Parent or its Subsidiaries, but necessary to the divested lines of business, (vi) reject or cancel certain Seller Material Contracts, (vii) effect a reorganization of the holding company structure of certain of its Subsidiaries related to such business lines, (viii) negotiate separate agreements (e.g., with On-Star, XM and others), (ix) terminate/transfer certain valuable management employees associated with the divested business lines, (x) manage the AM General contract on behalf of a buyer of the Hummer business, (xi) sell the Shreveport manufacturing facility (including Personal Property) to a buyer of the Hummer business, (xii) enter into dealer Deferred Termination Agreements with respect to certain Discontinued Brands, and (xiii) retain certain accounts payable, dealer obligations, policies/warranty obligations and reserve allowances.

Delphi Matters

GM Components Holdings, LLC ("GMCH") and Parent have entered into a definitive agreement with Delphi Corporation ("Delphi") and an Affiliate of Platinum Equity ("Platinum") pursuant to which (i) GMCH agreed to acquire certain assets and UAW sites of Delphi and to assume certain